

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

MARILYN OYOLA-NÚÑEZ, et al.,

Plaintiffs,

v.

WILLIAM MIRANDA-MARÍN, et al.,

Defendants.

Civil No. 08-2149 (JAF)

OPINION AND ORDER

Plaintiffs, Marilyn Oyola-Núñez, Myrna Vázquez-Flores, Marisol González-Ramos, Andrea Hernández-Bercedony, and Aida Cruz-Hernández, brought this action pursuant to 42 U.S.C. § 1983 against Defendants, the Municipality of Caguas ("Caguas"); William Miranda-Marín, individually and in his official capacity as mayor of Caguas; the Municipality of Aguas Buenas ("Aguas Buenas"); Luis Arroyo-Chiqués, individually and in his official capacity as mayor of Aguas Buenas; the Municipal Alliance of Integrated Services ("AMSI"); Milka Cartagena-Ortiz, individually and in her official capacity as AMSI's Human Resources Director; Joaquín Santiago-Santos, individually and in his official capacity as AMSI's Executive Director; Rafael Matos, individually and in his official capacity as Director of the Aguas Buenas Local Office of AMSI ("Aguas Buenas Office"); and Vilma Valdés, individually and in her official capacity as Interim Director of the Aguas Buenas Office. (Docket No. 28.) They alleged wrongful termination in violation of the First Amendment of the United States

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1 Constitution, the Age Discrimination in Employment Act ("ADEA"), 29
2 U.S.C. §§ 621-34, and Puerto Rico law. (Id.) On May 5, 2005, we
3 granted in part Defendants' motion to dismiss and dismissed all
4 claims against Caguas. (Docket No. 45.) Plaintiffs now move for
5 reconsideration under Federal Rule of Civil Procedure 59(e) (Docket
6 No. 49), and Defendants oppose (Docket No. 51). Defendants also move
7 for reconsideration under Rule 59(e). (Docket No. 50.)

8 Pursuant to Federal Rule of Civil Procedure 59(e), we entertain
9 motions for reconsideration to (1) correct manifest errors of law or
10 fact, (2) consider newly discovered evidence, (3) incorporate an
11 intervening change in the law, or (4) otherwise prevent manifest
12 injustice. See Marie v. Allied Home Mortgage Corp., 402 F.3d 1, 7 n.2
13 (1st Cir. 2005) (citing 11 Charles Allen Wright, Arthur R. Miller &
14 Mary Kay Kane, Federal Practice and Procedure § 2810.1 (2d ed.
15 1995)); see also Dr. Jose S. Belaval, Inc. v. Pérez-Perdomo, 465 F.3d
16 33, 37 n.4 (1st Cir. 2006); Aybar v. Crispin-Reyes, 118 F.3d 10, 16
17 (1st Cir. 1997); FDIC v. World Univ., Inc., 978 F.2d 10, 16 (1st Cir.
18 1992).

19 Defendants argue that Plaintiffs have failed to state a claim
20 for age discrimination because Plaintiffs were not initially
21 employees of AMSI and never formally applied for positions at AMSI.
22 (Docket No. 50.) As we stated before, without knowing more about the
23 hiring or contract renewal process, we cannot determine whether
24 Plaintiffs would typically have been required to submit formal

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1 applications to retain their jobs or be hired by AMSI. Defendants may
2 raise this argument again on summary judgment, when we are empowered
3 to go beyond the pleadings to examine the hiring and transfer
4 practices at AMSI and the Aguas Buenas Office.

5 Plaintiffs argue that we should reconsider our decision to
6 dismiss all claims against Caguas. (Docket No. 49.) For the first
7 time, they assert that Caguas is a necessary party under Federal Rule
8 of Civil Procedure 19(a) as Caguas is a member of AMSI and,
9 therefore, liable under Puerto Rico law in any action against AMSI.
10 (Id.) Defendants counter that Caguas is not a necessary party under
11 Puerto Rico law and, alternatively, if we find Caguas to be
12 necessary, we must join all municipalities that are members of AMSI.
13 (Docket No. 51.)

14 When a party fails to properly develop a legal theory in its
15 complaint or in its opposition to a motion to dismiss, we need not
16 consider that theory on a motion for reconsideration. Iverson v. City
17 of Boston, 452 F.3d 94, 104 (1st Cir. 2006). Here, Plaintiffs never
18 argued that Caguas was a necessary party under Rule 19(a); nor did
19 they clarify that the liability they sought against Caguas was solely
20 as a member of the partnership constituted by AMSI and its member
21 municipalities. Therefore, we decline to reconsider our decision that
22 Plaintiff has failed to state a claim against Caguas. See Iverson,
23 452 F.3d at 104.

